



OFFICE OF THE ATTORNEY GENERAL OF TEXAS

AUSTIN

GERALD C. MANN
ATTORNEY GENERAL

Honorable Buford D. Battle
State Auditor
Austin, Texas

Dear Sir:

Opinion No. 0-3549

Re: Whether salary claimed by a school district for "ghost teacher" may be allowed out of Rural Aid Appropriation.

We have your letter of May 15, 1941, reading as follows:

"A large number of school districts have taken advantage of Section 15 of the present Rural Aid law. Among them is Eureka No. 15 of Smith County, who has 'contracted' so to speak, to Whitehouse Independent District of Smith County.

"This application is enclosed in order that you might better understand the problem to be presented here.

"You will note that on Page 4 of the application the names of two colored teachers appear along with the following words on line 3 of the Colored Section, 'Ghost (Contract)'. Opposite these words is the amount \$810 which is the salary claimed for a so called 'ghost teacher'.

"In view of Section 4 of the Rural Aid Law which provides in part as follows: '----- provided further that under no conditions shall aid be granted any district in excess of the number of teachers actually contracted for and employed -----' this office desires to know whether aid can be legally allowed from the Rural Aid appropriation to this school on this item as a teacher's salary.

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"If your answer to the above question is in the affirmative, then your answer to this further question would be helpful.

"Since Whitehouse Independent School District is a Rural Aid School, would they be compelled to show the revenue to be received under the terms of the contract with Eureka as revenue in their application for aid?"

In order to make your questions appear more clearly it may be well to set out further explanatory facts obtained from a reading of the application and from verbal conversation with you and with officials of the Department of Education. No contract has been made with any teacher by the Eureka District upon which the reimbursement of Eight Hundred Ten Dollars (\$810.00) is sought. The term "ghost (contract)" is used in the application as indicating that if the Eureka District had not contracted to the Whitehouse District it would have been necessary to have employed a teacher at a salary of Eight Hundred Ten Dollars (\$810.00). On the theory that if there had been no contract between the two Districts, the Eureka District would have employed some teacher at a salary of Eight Hundred Ten Dollars (\$810.00) and would have been able to draw that amount from the Rural Aid Appropriation, and that Section 15 of the present Rural Aid Law authorizes the Eureka District to transfer such sum to the Whitehouse District, the former District has made application to be paid such sum out of the Rural Aid Appropriation with the view of delivering the same upon receipt to the Whitehouse District.

Section 15 of House Bill 933, 46th Legislature, the Rural Aid Appropriation Bill now in operation reads:

"SEC. 15. Transfer Of Entire District. On the agreement of the Board of Trustees of the districts concerned or on petition signed by a majority of the qualified voters of the district and subject to the approval of the County Superintendent and State Superintendent, the trustees of a district which may be unable to maintain a satisfactory school may transfer its entire scholastic enrollment, or any number of grades thereof, to a convenient school of higher rank, and in such

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event, all of the funds of the district, including the State aid to which the district would otherwise be entitled under the provisions of this Act, or such proportionate part thereof as may be necessary may be used in carrying out said agreement."

We have reached the conclusion that teacher salary aid may be drawn by a transferring district in the manner sought, although the base amount may not necessarily be as much as that set out in the application. From past experience and existing facts it must be determined as nearly as can be just what part, if not all, of said sum of Eight Hundred Ten Dollars (\$810.00) the Eureka District would have been entitled to receive had it not made the contract of transfer with the Whitehouse District. The amount thus arrived at should be set up as the sum to be paid the Eureka District in respect to such salary item if there is sufficient money to pay all approved applications in full. With the above explanation we answer your first question in the affirmative.

We do not answer your second question in this opinion. If you desire our opinion on the subject matter mentioned in your second question, we would appreciate your furnishing us with details concerning the application of the Whitehouse District.

Yours very truly

APPROVED JUN 14, 1941

ATTORNEY GENERAL OF TEXAS

Gov. Battle
FIRST ASSISTANT
ATTORNEY GENERAL

By

Glenn R. Lewis
Glenn R. Lewis
Assistant

GRL:mp

